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OFFICE OF COUNTY RECORDER  
COUNTY OF CLAY, MINNESOTA

THIS INSTRUMENT WAS CERTIFIED, FILED  
AND/OR RECORDED ON 10-20-2003 AT  
4:24 PM

AS DOCUMENT NO.

587988

J. Bonnie Rehder  
J. BONNIE REHDER, CLAY COUNTY RECORDER

**KENDALL'S FIRST ADDITION  
RESTRICTIVE COVENANTS**

pd  
2 Scott Neal  
700 S 7th St  
Fargo, ND 58103

The undersigned, being the sole owner of the property herein described and as shown on the recorded plat thereof, does prescribe and declare that, in order to protect both the community and the individual lot owners, this property shall be subject to the application, restrictions and conditions as hereinafter set forth, and that such applicable restrictions and conditions shall apply to and be a part of every conveyance or deed to said property, or any part thereof, the same as though fully incorporated in any deed or conveyance thereof; that said restrictions and conditions shall be deemed and considered as covenants on the heirs, personal representatives, executors, administrators, successors and assigns of any entity or person to whom said land may have been conveyed until thirty (30) years from the date these covenants are recorded, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of the majority of the then owners it is agreed to change such covenants. Any actual or attempted violations or omissions to perform any of the conditions and restrictions as hereinafter set forth shall entitle, and it shall be lawful for any person owning real estate in said addition, which is subject to the restrictions or conditions in respect to which default is made, to institute and prosecute appropriate proceeds, at law or in equity, for the wrong done or attempted. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants that shall remain in full force and effect.

1. LAND TO WHICH THESE COVENANTS APPLY:

These covenants shall apply to all lots, except Lot one (1), Block one (1), contained within Kendall's First Addition to the City of Moorhead, Clay County, Minnesota

2. LAND USE AND BUILDING TYPE:

All of the property to which these covenants apply shall be limited to residential use. No lot owner shall be permitted to change the status of the property zoning, unless the change is required by a Governmental body and is of a similar use. No conditional uses shall be permitted.

3. EASEMENTS:

As to all lots, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the final recorded plat. Within these easements, no structures, plantings or other

materials shall be placed or permitted to remain, without the written consent of the City of Moorhead, which may damage or interfere with the installation and maintenance of utilities or which may change the direction or rate of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, including any fencing or shrubs placed by the City of Moorhead or developer, except for those improvements for which a public authority or utility company expressly is responsible.

4. LANDSCAPING, FENCING, & EXTERIOR RESTRICTIONS:

As to all lots, all front yards and side yards of lots shall be fully sodded as soon as possible after completion of the construction of any dwelling on the property and as soon as weather permits. Seeding of front or side yards or lots will only be allowed if an automatic underground sprinkler system is installed prior to seeding and is operable. Seeding must be done by a professional landscaper. Any boulevard trees shall be watered and maintained by the lot owner. If a tree should die, it shall be the sole responsibility of the lot owner to replace the tree as soon thereafter as is possible with a like variety of tree.

There shall be no fences or barriers of the like, whether temporary or permanent in nature, constructed or installed upon any lot except as installed by the undersigned. There shall be no outdoor clotheslines or freestanding satellite dishes or antennas that extend more than ten (10) feet above the dwelling. There shall be no outside storage of trailers, motorhomes, snowmobiles, unlicensed vehicles, watercraft, trucks, buses, racecars, fireplace wood in a quantity greater than one (1) chord, construction materials or any item deemed a nuisance to the neighborhood shall be allowed on any lot to which these covenants apply or any public right-of-way within such development for a period of more than seven (7) days out of any forty-five (45) day period, other than during initial construction of the dwelling.

5. DWELLING QUALITY AND SIZE:

As to all lots, no structure shall be erected, altered, placed or permitted on any lot unless the design, location, materials, and workmanship is in harmony with existing structures and locations within the property hereinbefore described and does not violate any protective covenant.

As to single-family residences:

No residence shall have a ground floor area of less than one thousand four hundred (1,400) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet per floor in the case of a two-story structure, nor less than one thousand one hundred-eighty (1,180) square feet of finished area on the top level in the case of a bi-level structure. In the case of a one-story or two-story structure, the floor area described above is exclusive of any basement area. In all cases, the floor area described above is exclusive of the garage.

As to multiple-family twin-home residences.

No residence shall have a ground floor area of less than one thousand two hundred (1,200) square feet in the case of a one-story structure, or less than one thousand (1,000) square feet of finished area on the top level in the case of a bi-level structure. In the case of a one-story or two-story structure, the floor area described above is exclusive of any basement area. In all cases, the floor area described above is exclusive of the garage

All residences shall include at least a two-stall, attached garage and no detached garages shall be permitted. All attached garages shall have a minimum dimension of twenty-two feet by twenty-two feet (22'x 22'). There shall be no structures detached from the residence, whether temporary or permanent in nature, constructed or installed upon any lot except in the case of a gazebo. Said gazebo shall be decorative in design and shall not be used for storage.

6. SIGNS:

No signs or advertising for "in-home" businesses shall be posted on any structure or on or about the property. Signs posted listing specific lot(s) "for sale" shall be limited to one (1) sign per lot not to exceed 2' x 3' in dimension. This paragraph shall not pertain to the undersigned.

7. UTILITY SERVICES

As to all lots, temporary overhead distributive and service lines shall be permitted only until permanent underground facilities are installed except during emergencies and repairs. Permanent overhead lines shall be prohibited.

8. OCCUPANCY:

No lot owner shall lease nor allow its residence to be leased for a period longer than twelve (12) months within any thirty-six (36) month period. The intent of this paragraph is that residences within this development are to be owner-occupied except in the case of extraordinary circumstances.

9. MAILBOXES:

Each lot owner shall be required to erect and maintain the mailbox structure as described in Exhibit "A", attached hereto and made a part hereof. Said mailbox shall be of brick construction which shall either match the brick of the owner's residence in the event the owner has a brick fascia or match or be compatible with owner's neighbor's brick fascia/mailbox in the event that the owner has no brick fascia on its residence.

10. NOTICES

Any notice or consent required to be given to the undersigned shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed at the address hereinafter specified:

PROFFUTT LIMITED PARTNERSHIP  
Attn: Scott Neal  
P.O. Box 7160  
Fargo, North Dakota 58106-7160

PROffutt Limited Partnership,  
a Minnesota limited partnership

Affix Deed Tax Stamp Here

BY: [Signature]  
F. Scott Neal, Vice President of  
RDO, Inc., General Partner

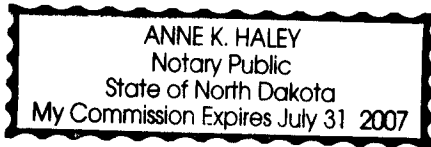
STATE OF NORTH DAKOTA )

COUNTY OF CASS )

) ss.

On this 29th day of September 2002, before me, a notary public, in and for said County and State, personally appeared F. Scott Neal, known to me to be the Vice-President of RDO, Inc., the general partner of PROffutt Limited Partnership, a Minnesota limited partnership, and acknowledged to me that such limited partnership executed the same

(Notary Stamp or Seal)



[Signature]  
Notary Public

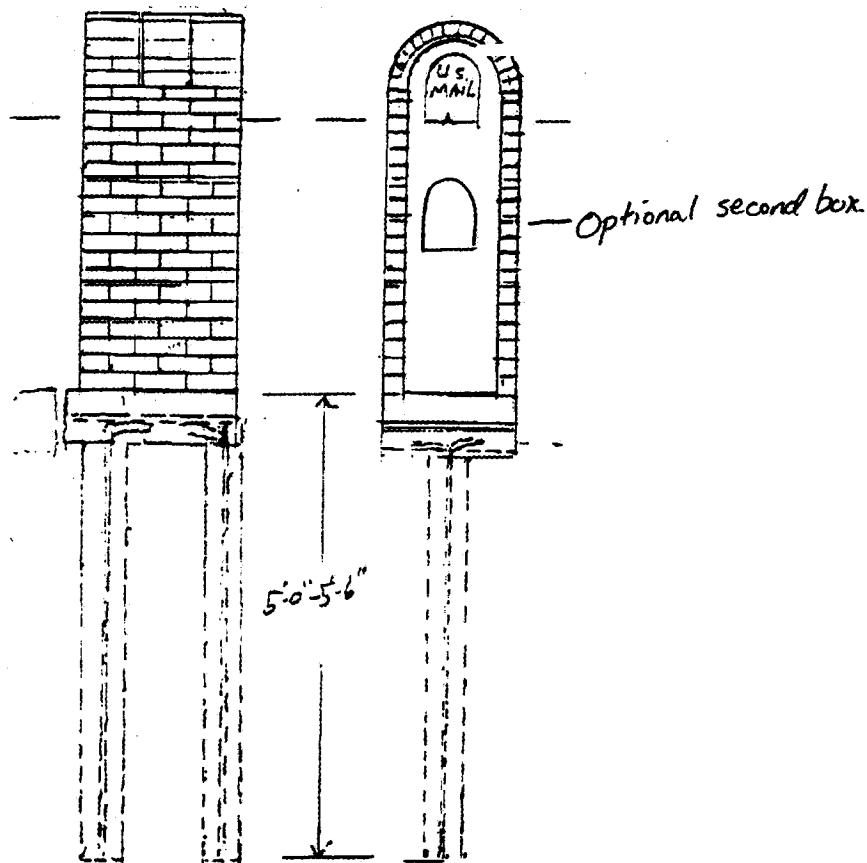
Drafted by Scott Neal  
700 South 7th St  
Fargo, ND 58103 AF

## Exhibit A

Specifications for mail boxes:

The mailbox structure shall be 20" wide by 24" deep by 5' tall. It shall contain no more than two single storage boxes. It shall have a dome-style top. The foundation shall have a footing that has at least two (2) holes bored 5' - 0" to 5' - 6" deep, filled with concrete reinforced with 3/8" rebar, on which is poured a 4" thick slab base. The mailbox shall be set on top of the slab base with at least a 3/4" mortar joint. No part of the foundation shall come into contact with the curb.

All materials and workmanship shall be of first-class quality. All work shall be completed in a timely manner with any debris to be contained within the property and removed on a daily basis.



Parcel #: 58.372.0020  
Parcel Addt'l Info: NEW # FOR 2/1 IN 2003  
Parcel #: 58.372.0030  
Parcel Addt'l Info: NEW # FOR 3/1 IN 2003  
Parcel #: 58.372.0040  
Parcel Addt'l Info: NEW # FOR 4/1 IN 2003  
Parcel #: 58.372.0050  
Parcel Addt'l Info: NEW # FOR 1/2 IN 2003  
Parcel #: 58.372.0060  
Parcel Addt'l Info: NEW # FOR 2/2 IN 2003  
Parcel #: 58.372.0070  
Parcel Addt'l Info: NEW # FOR 3/2 IN 2003  
Parcel #: 58.372.0080  
Parcel Addt'l Info: NEW # FOR 4/2 IN 2003  
Parcel #: 58.372.0090  
Parcel Addt'l Info: NEW # FOR 5/2 IN 2003  
Parcel #: 58.372.0100  
Parcel Addt'l Info: NEW # FOR 6/2 IN 2003  
Parcel #: 58.372.0110  
Parcel Addt'l Info: NEW # FOR 7/2 IN 2003  
Parcel #: 58.372.0120  
Parcel Addt'l Info: NEW # FOR 8/2 IN 2003  
Parcel #: 58.372.0130  
Parcel Addt'l Info: NEW # FOR 9/2 IN 2003  
Parcel #: 58.372.0140  
Parcel Addt'l Info: NEW # FOR 10/2 IN 2003  
Parcel #: 58.372.0150  
Parcel Addt'l Info: NEW # FOR 1/3 IN 2003  
Parcel #: 58.372.0160  
Parcel Addt'l Info: NEW # FOR 1/4 IN 2003  
Parcel #: 58.372.0170  
Parcel Addt'l Info: NEW # FOR 2/4 IN 2003  
Parcel #: 58.372.0180  
Parcel Addt'l Info: NEW # FOR 3/4 IN 2003  
Parcel #: 58.372.0190  
Parcel Addt'l Info: NEW # FOR 4/4 IN 2003  
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Parcel #: 58.372.0250  
Parcel Addt'l Info: NEW # FOR 10/4 IN 2003  
Parcel #: 58.372.0260  
Parcel Addt'l Info: NEW # FOR 11/4 IN 2003  
Parcel #: 58.372.0270  
Parcel Addt'l Info: NEW # FOR 12/4 IN 2003  
Parcel #: 58.372.0280  
Parcel Addt'l Info: NEW # FOR 13/4 IN 2003  
Parcel #: 58.372.0290

Parcel Addt'l Info: NEW # FOR 14/4 IN 2003  
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Parcel Addt'l Info: NEW # FOR 15/4 IN 2003  
Parcel #: 58.372.0310  
Parcel Addt'l Info: NEW # FOR 16/4 IN 2003  
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Parcel #: 58.372.0480  
Parcel Addt'l Info: NEW # FOR 14/5 IN 2003  
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Parcel #: 58.372.0610  
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Parcel Addt'l Info: NEW # FOR 28/5 IN 2003  
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Parcel Addt'l Info: NEW # FOR 29/5 IN 2003  
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Parcel Addt'l Info: NEW # FOR 30/5 IN 2003  
Parcel #: 58.372.0650  
Parcel Addt'l Info: NEW # FOR 31/5 IN 2003

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Parcel #: 58.372.0660  
 Parcel Addt'l Info: NEW # FOR 32/5 IN 2003  
 Parcel #: 58.372.0670  
 Parcel Addt'l Info: NEW # FOR 33/5 IN 2003  
 Parcel #: 58.372.0680  
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 Parcel Addt'l Info: NEW # FOR 1/6 IN 2003  
 Parcel #: 58.372.0740  
 Parcel Addt'l Info: NEW # FOR 2/6 IN 2003  
 Parcel #: 58.372.0750  
 Parcel Addt'l Info: NEW # FOR 3/6 IN 2003  
 Parcel #: 58.372.0760  
 Parcel Addt'l Info: NEW # FOR 4/6 IN 2003  
 Parcel #: 58.372.0770  
 Parcel Addt'l Info: NEW # FOR 5/6 IN 2003  
 Parcel #: 58.372.0780  
 Parcel Addt'l Info: NEW # FOR 6/6 IN 2003  
~~Parcel #: 58.900.0922  
 Parcel Addt'l Info: SPLIT, PART PLATTED INTO 78 LOTS IN 2002~~  
 Fees: RECORDING FEE 44.00  
 Total Fees: 44.00

Total Number of Documents: 1

End of Report